## UNITED STATES OF AMERICA BEFORE THE NATIONAL LABOR RELATIONS BOARD REGION 12

SNELL ISLAND SNF LLC d/b/a SHORE ACRES REHABILITATION AND NURSING CENTER, LLC and HGOP, LLC d/b/a CAMBRIDGE QUALITY CARE, LLC, Joint Employers

and

Case 12-CA-25854

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1625

### STATEMENT IN SUPPORT OF GENERAL COUNSEL'S MOTION FOR SUMMARY JUDGMENT

The General Counsel reaffirms its position that summary judgment is appropriate in this case, as further described below.

The above-captioned case involves a test by Snell Island SNF LLC d/b/a Shore Acres Rehabilitation and Nursing Center LLC and HGOP, LLC d/b/a Cambridge Quality Care, LLC (Respondents) of the certification of United Food and Commercial Workers Union, Local 1625 (the Union) as the exclusive collective-bargaining representative of a unit of certain employees employed by Respondents. On June 13, 2008, pursuant to Sections 102.24 and 102.50 of the Rules and Regulations of the National Labor Relations Board (the Board), Counsel for the General Counsel filed a Motion to Transfer Proceedings to the National Labor Relations Board and for Summary Judgment in this matter. Thereafter, the two sitting members of the Board granted that motion in a decision reported at 352 NLRB No. 106 (2008). However, following the issuance of New Process Steel, L.P. v. NLRB, 130 S. Ct. 2635 (2010), the case was remanded to the Board for further proceedings consistent with the decision of the Supreme Court.

On August 27, 2010, a three-member panel of the Board issued a Decision,

Certification of Representative, and Notice to Show Cause in Snell Island SNF LLC d/b/a

Shore Acres Rehabilitation and Nursing Center, LLC, and HGOP, LLC d/b/a Cambridge Quality Care, 355 NLRB No. 143 (2010). In response to the Board's Notice to Show Cause, on September 3, 2010, the Regional Director for Region 12 issued an Amended Complaint. On September 14, 2010, Respondents filed an Answer to the Amended Complaint. Copies of the Amended Complaint, the affidavit of service of the Amended Complaint, Respondents' Answer, and the certificate of service of the Answer are marked and attached as Exhibits A, B, C and D, respectively.

In the Amended Complaint, paragraphs 7(b) and 8 contain the sole changes of substance to the Complaint issued in this matter on May 28, 2008. Paragraph 7(b) reflects the new certification date of the Union. In Respondents' Answer to the Amended Complaint, Respondents admit that a representation election was held on December 12, 2007, and that a certification of those results was subsequently issued by the NLRB. However, Respondents deny the propriety of said certification and dispute its legality. Paragraph 8 alleges that, on September 2, 2010, the Union made a request that Respondents recognize it as the exclusive collective-bargaining representative of a unit of certain employees employed by Respondents (the Unit), as described in paragraph 7(a) of the Amended Complaint, and bargain collectively with it as the exclusive collective-bargaining representative of the Unit. In Respondents' Answer to the Amended Complaint, Respondents admit the allegations contained in paragraph 8 of the Amended Complaint.

With regard to the new request to bargain, on September 2, 2010, the Union sent an e-mail to Respondents' attorney which attached a copy of a letter, dated September 2, 2010, in which the Union requested that Respondents bargain collectively with it as the exclusive collective-bargaining representative of the Unit; a copy of the e-mail and

<sup>&</sup>lt;sup>1</sup> The Complaint is attached as Exhibit Q to the above-described Motion to Transfer Proceedings to the National Labor Relations Board and for Summary Judgment.

the letter are marked and attached as Exhibit E. On September 2, 2010, Respondents' attorney sent an e-mail to the Union acknowledging its receipt of the Union's e-mail and

letter; a copy is marked and attached as Exhibit F. On September 9, 2010,

Respondents' attorney sent an e-mail to the Union in which Respondents declined the Union's request to bargain; a copy is marked and attached as Exhibit G.

The undersigned Counsel for the General Counsel has no evidence of any other events which may have occurred during the pendency of the litigation of this matter to bring to the attention of the Board.

Wherefore, it is respectfully requested that the Board grant the Motion for Summary Judgment.

Dated at Tampa, Florida, this 6<sup>th</sup> day of October, 2010.

Respectfully submitted,

Kathleen M. Troy

Counsel for the General Counsel

National Labor Relations Board, Region 12 201 East Kennedy Boulevard, Suite 530

Tampa, Fl. 33602-5824

Tel. (813) 228-2654

Fax (813) 228-2874

Attachments - Exhibits A through G

#### CERTIFICATE OF SERVICE

I hereby certify that a copy of the attached STATEMENT IN SUPPORT OF GENERAL COUNSEL'S MOTION FOR SUMMARY JUDGMENT is being filed electronically with the National Labor Relations Board at <a href="https://www.nlrb.gov">www.nlrb.gov</a>, and duly served electronically upon the following named individuals on the 6<sup>th</sup> day of October, 2010.

Suresh Pai, Administrator
Snell Island SNF LLC d/b/a Shore Acres Rehabilitation and Nursing Center and HGOP, LLC d/b/a Cambridge Quality Care, LLC 4500 Indianapolis Street NE St. Petersburg, FL 33703
<a href="mailto:suresh.pai@shoreacresrehab.com">suresh.pai@shoreacresrehab.com</a>

Clifford H. Nelson, Esquire Constangy, Brooks and Smith, LLC 230 Peachtree Street NW, Suite 2400 Atlanta, GA 30303 cnelson@constangy.com

Ed Chambers, President United Food and Commercial Workers Union, Local 1625 8351 Epicenter Boulevard Lakeland, FL 33809 ufcw1625@aol.com

Kathleen M. Trov

Counsel for the General Counsel

National Labor Relations Board, Region 12 201 East Kennedy Boulevard, Suite 530

Tampa, Fl. 33602-5824 Tel. (813) 228-2654

Fax (813) 228-2874

## UNITED STATES OF AMERICA BEFORE THE NATIONAL LABOR RELATIONS BOARD REGION 12

SNELL ISLAND SNF LLC d/b/a SHORE ACRES REHABILITATION AND NURSING CENTER, LLC and HGOP, LLC d/b/a CAMBRIDGE QUALITY CARE, LLC, joint employers

and

Case 12-CA-25854

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1625

#### **AMENDED COMPLAINT**

Upon a charge filed by United Food and Commercial Workers Union, Local 1625 (the Union) against Snell Island SNF LLC d/b/a Shore Acres Rehabilitation and Nursing Center, LLC (Respondent Shore Acres) and HGOP, LLC d/b/a Cambridge Quality Care, LLC, (Respondent HGOP), collectively referred to as the Respondents, the General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board, herein called the Board, issued a Complaint and Notice of Hearing on May 28, 2008, alleging that the Respondents have been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. §151 et seq. (the Act). Pursuant to the Board's Decision, Certification of Representative, and Notice to Show Cause issued on August 27, 2010, the undersigned issues this Amended Complaint and alleges as follows:

1.

The charge in this proceeding was filed by the Union on May 16, 2008, and a copy was served by regular mail on the Respondents on May 16, 2008.

EXHIBIT A

- (a) At all material times, Respondent Shore Acres, a Florida limited liability company with its principal office and place of business located in St. Petersburg, Florida, herein called the facility, has been engaged in the operation of a nursing home providing long-term health care and related services to elderly and disabled adults located at 4500 Indianapolis Street NE, St. Petersburg, Florida.
- (b) During the past 12 months, Respondent Shore Acres, in conducting its business operations described above in paragraph 2(a), derived gross revenues in excess of \$100,000.
- (c) During the past 12 months, Respondent Shore Acres, in conducting its business operations described above in paragraph 2(a), purchased and received at its St. Petersburg, Florida facility, goods valued in excess of \$50,000 directly from points outside the State of Florida.
- (d) At all material times, Respondent Shore Acres has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act, and has been a health care institution within the meaning of Section 2(14) of the Act.

3.

- (a) At all material times, Respondent HGOP, a New York limited liability company with its principal office and place of business located in Brooklyn, New York, has been engaged in the business of providing employee staffing services to operators of nursing homes and other health care facilities, including Respondent Shore Acres, located at 4500 Indianapolis Street NE, St. Petersburg, Florida.
- (b) During the past 12 months, Respondent HGOP, in conducting its business operations described above in paragraph 3(a), derived gross revenues in excess of \$500,000.

- (c) During the past 12 months, Respondent HGOP, in conducting its business operations described above in paragraph 3(a), performed services valued in excess of \$50,000 in states other than the State of New York.
- (d) At all material times, Respondent HGOP has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

4.

- (a) At all material times, Respondent Shore Acres has possessed control over the labor relations policy of Respondent HGOP and has administered a common labor policy with Respondent HGOP with respect to employees on the payroll of Respondent HGOP Care who are employed at the St. Petersburg, Florida facility.
- (b) At all material times, Respondent Shore Acres and Respondent HGOP have been joint employers of the employees on the payroll of Respondent HGOP who are employed at the St. Petersburg, Florida facility.

5.

At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

6.

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent Shore Acres and/or Respondent HGOP within the meaning of Section 2(11) of the Act, and agents of Respondent Shore Acres and/or Respondent HGOP within the meaning of Section 2(13) of the Act:

Janet Keller – Administrator, Respondent Shore Acres

Simon Ganz – Manager, Respondent HGOP

(a) The following employees of the Respondents (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time, regular part-time and PRN Certified Nursing Assistants, restorative aides, staffing coordinators, ward clerks, central supply clerks, cooks, dietary aides, housekeeping assistants, laundry aides, maintenance assistants, activity assistants and receptionists employed by the joint Employers at Shore Acres Rehabilitation and Nursing Center facility located at 4500 Indianapolis Street, NE. St. Petersburg, Florida, excluding all other employees, including MDS Coordinator, registered nurses, licensed practical nurses, therapists, managerial employees, guards and supervisors as defined in the Act.

- (b) On December 12, 2007, a representation election was conducted among the employees in the Unit, and on August 27, 2010, the Union was certified as the exclusive collective-bargaining representative of the Unit.
- (c) At all times since December 12, 2007, based on Section 9(a) of the Act, the Union has been the exclusive bargaining representative of the Unit.

8.

Since on or about March 24, 2008, and including on or about September 2, 2010, the Union, by letters, has requested that Respondents recognize it as the exclusive collective-bargaining representative of the Unit and bargain collectively with it as the exclusive collective-bargaining representative of the Unit.

9.

Since on about March 24, 2008, and at all times thereafter, Respondents have failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the Unit.

By the conduct described above in paragraph 9, Respondents have been failing and refusing to bargain collectively with the exclusive collective-bargaining representative of its employees, in violation of Section 8(a)(1) and (5) of the Act.

11.

The unfair labor practices of Respondents described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for Respondents' unfair labor practices alleged above, the General Counsel seeks an Order requiring Respondents to bargain in good faith with the Union, on request, for the period required by Mar-Jac Poultry Co., 136 NLRB 785 (1962), as the recognized bargaining representative of the Unit. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

#### **ANSWER REQUIREMENT**

Respondents are notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, they must file an answer to the amended complaint. The answer must be received by this office on or before September 17, 2010, or postmarked on or before September 16, 2010. Unless filed electronically in pdf format, Respondents should file an original and four copies of their answer with this office and serve a copy of their answer on each of the other parties.

An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <a href="http://www.nlrb.gov">http://www.nlrb.gov</a>, click on **E-Gov**, and then follow the directions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-filing system is officially determined

to be in technical failure for a continuous period of 2 hours after 12:00 noon (Eastern Time)

on the due date for filing, a failure to timely file the answer will not be excused on the basis

that the transmission could not be accomplished because the Agency's website was off-line

or unavailable for some other reason. The Board's Rules and Regulations require that an

answer be signed by counsel or non-attorney representative for represented parties or by the

party if not represented. See Section 102.21. If the answer being filing electronically is a pdf

document containing the required signature, no paper copies of the document need to be

transmitted to the Regional Office. However, if the electronic version of an answer to a

complaint is not a pdf file containing the required signature, then the E-filing rules require that

such answer containing the required signature be submitted to the Regional Office by

traditional means within three (3) business days after the date of electronic filing.

Service of the answer on each of the other parties must be accomplished in

conformance with the requirements of Section 102.114 of the Board's Rules and

Regulations The answer may not be filed by facsimile transmission. If no answer is filed or

if an answer is filed untimely, the Board may find, pursuant to Motion for Default Judgment,

that the allegations in the amended complaint are true.

DATED at Tampa, Florida, this 3rd day of September, 2010.

Rochelle Kentov, Regional Director

National Labor Relations Board, Region 12 201 East Kennedy Boulevard, Suite 530

Tampa, FL 33602-5824

Attachment-

### UNITED STATES OF AMERICA BEFORE THE NATIONAL LABOR RELATIONS BOARD

SNELL ISLAND SNF LLC d/b/a SHORE ACRES REHABILITATION AND NURSING CENTER AND HGOP, LLC d/b/a CAMBRIDGE QUALITY CARE, LLC

Case 12-CA-25854

and

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1625

DATE OF MAILING

September 3, 2010

#### AFFIDAVIT OF SERVICE OF

#### AMENDED COMPLAINT

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above I served the above-entitled document(s) by post-paid certified mail and first class mail upon the following persons, addressed to them at the following addresses:

CERTIFIED MAIL #7001 0320 0002 3664 3841
Return Receipt Request

Janet Keller, Administrator
Snell Island SNF LLC d/b/a Shore Acres
Rehabilitation and Nursing Center and
HGOP, LLC d/b/a Cambridge Quality Care, LLC
4500 Indianapolis Street NE
St. Petersburg, FL 33703

And by First Class Mail

Clifford H. Nelson, Esquire Constangy, Brooks and Smith, LLC 230 Peachtree Street NW, Suite 2400 Atlanta, GA 30303

Ed Chambers, President United Food and Commercial Workers Union, Local 1625 8351 Epicenter Boulevard Lakeland, FL 33809

Michele Serrano

Subscribed and sworn to before me on September 3, 2010 DESIGNATED AGENT

Dianne Greever

NATIONAL LABOR RELATIONS BOARD

#### UNITED STATES OF AMERICA BEFORE THE NATIONAL LABOR RELATIONS BOARD REGION 12

SNELL ISLAND SNF LLC d/b/a SHORE ACRES REHABILITATION AND NURSING CENTER, LLC and HGOP, LLC d/b/a CAMBRIDGE QUALITY CARE, LLC, joint employers

and

CASE NO. 12-CA-25854

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1625

#### RESPONDENTS' ANSWER TO AMENDED COMPLAINT

COMES NOW, Snell Island SNF LLC d/b/a Shore Acres Rehabilitation and Nursing Center, LLC, and HGOP, LLC d/b/a Cambridge Quality Care, LLC (all collectively hereinafter Respondents), and within the time limit set forth by the Board's Rules and Regulations, files this Answer to the Amended Complaint filed by the Regional Director in the above-styled case.

1.

The charge in this proceeding was filed by the Union on May 16, 2008, and a copy was served by regular mail on the Respondents on May 16, 2008.

Response: Respondents admit the allegations contained in paragraph 1 of the Amended Complaint.

2.

(a) At all material times, Respondent Shore Acres, a Florida limited liability company with its principal office and place of business located in St. Petersburg, Florida, herein called the facility, has been engaged in the operation of a nursing home providing long-term care and related services to elderly and disabled adults located at 4500 Indianapolis Street, NE, St. Petersburg, Florida.

1

Response: Respondents admit the allegations contained in paragraph 2(a) of the Amended Complaint.

(b) During the past 12 months, Respondent Shore Acres, in conducting its business operations described above in paragraph 2(1), derived gross revenues in excess of \$100,000.

Response: Respondents admit the allegations contained in paragraph 2(b) of the Amended Complaint.

(c) During the past 12 months, Respondent Shore Acres, in conducting its business operations described above in paragraph 2(a), purchased and received at its St. Petersburg, Florida facility, goods valued in excess of \$50,000 directly from points outside of the State of Florida.

Response: Respondents admit the allegations contained in paragraph 2(c) of the Amended Complaint.

(d) At all material times, Respondent Shore Acres has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act, and has been a health care institution within the meaning of Section 2(14) of the Act.

Response: Respondents admit the allegations contained in paragraph 2(d) of the Amended Complaint.

3.

(a) At all material times, Respondent HGOP, a New York limited liability company with its principal office and place of business located in Brooklyn, New York, has been engaged in the business of providing employee staffing services to operators of nursing homes and other health care facilities, including Respondent Shore Acres, located at 4500 Indianapolis Street, NE, St. Petersburg, Florida.

Response: Respondents admit the allegations contained in paragraph 3(a) of the Amended Complaint.

(b) During the past 12 months, Respondent HGOP, in conducting its business operations described above in paragraph 3(a), derived gross revenues in excess of \$500,000.

Response: Respondents admit the allegations contained in paragraph 3(b) of the Amended Complaint.

(c) During the past 12 months, Respondent HGOP, in conducting its business operations described above in paragraph 3(a), performed services valued in excess of \$50,000 in states other than the State of New York.

Response: Respondents admit the allegations contained in paragraph 3(c) of the Amended Complaint.

(d) At all material times, Respondent HGOP has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

Response: Respondents admit the allegations contained in paragraph 3(d) of the Amended Complaint.

4.

(a) At all material times, Respondent Shore Acres has possessed control over the labor relations policy of Respondent HGOP and has administered a common labor policy with Respondent HGOP with respect to employees on the payroll of Respondent HGOP who are employed at the St. Petersburg, Florida facility.

Response: Respondents admit the allegations contained in paragraph 4(a) of the Amended Complaint.

(b) At all materials times, Respondent Shore Acres and Respondent HGOP have been joint employers of the employees on the payroll of Respondent HGOP who are employed at the St. Petersburg, Florida facility.

Response: Respondents admit the allegations contained in paragraph 4(b) of the Amended Complaint.

5.

At all materials times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

Response: Respondents admit the allegations contained in paragraph 5 of the Amended Complaint.

6.

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent Shore Acres and/or Respondent HGOP within the meaning of Section 2(11) of the Act, and agents of Respondent Shore Acres and/or Respondent HGOP within the meaning of Section 2(13) of the Act:

Janet Keller - Administrator, Respondent Shore Acres

Simon Ganz - Manager, Respondent HGOP

Response: Respondents admit the allegations contained in paragraph 6 of the Amended Complaint.

(a) The following employees of the Respondents (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time, regular part-time and PRN Certified Nursing Assistants, restorative aides, staffing coordinators, ward clerks, central supply clerks, cooks, dietary aides, housekeeping assistants, laundry aides, maintenance assistants, activity assistants and receptionists employed by the joint Employers at Shore Acres Rehabilitation and Nursing Center facility located at 4500 Indianapolis Street, NE, St. Petersburg, Florida, excluding all other employees, including MDS Coordinator, registered nurses, licensed practical nurses, therapists, managerial employees, guards and supervisors as defined in the Act.

Response: Respondents admit the allegations contained in paragraph 7(a) of the Amended Complaint.

(b) On December 12, 2007, a representation election was conducted among the employees in the Unit, and on August 27, 2010, the Union was certified as the exclusive collective-bargaining representative of the Unit.

Response: Respondents admit that a representation election was held on December 12, 2007, and that a certification of those results was subsequently issued by the NLRB. However, Respondents deny the propriety of said certification and dispute its legality.

(c) At all times since December 12, 2007, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

Response: Respondents deny the allegations contained in paragraph 7(c) of the Amended Complaint.

On about March 24, 2008, and including on or about September 2, 2010, the Union, by letter, has requested that Respondents recognize it as the exclusive collective-bargaining representative of the Unit and bargain collectively with it as the exclusive collective-bargaining representative of the Unit.

Response: Respondents admit the allegations contained in paragraph 8 of the Amended Complaint.

9.

Since on about March 24, 2008, and at all times thereafter, Respondents have failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the Unit.

Response: Respondents admit only that they have refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the Unit, but contend that such refusal was justified and legal.

10.

By the conduct described in paragraph 9, Respondents have been failing and refusing to bargain collectively with the exclusive collective-bargaining representative of its employees, in violation of Section 8(a)(1) and (5) of the Act.

Response: Respondents deny the allegations contained in paragraph 10 of the Amended Complaint.

11.

The unfair labor practices of Respondents described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

Response: Respondents deny the allegations contained in paragraph 12 of the Amended Complaint.

12.

Respondents further deny any and all averments not previously admitted or denied.

#### **AFFIRMATIVE DEFENSES**

13.

Respondents aver that they are refusing to bargain in this case in order to secure judicial review of the certification issued by the Board in Case No. 12-RC-9281.

WHEREFORE, having fully answered all counts of the Amended Complaint filed on September 3, 2010, Snell Island SNF LLC d/b/a Shore Acres Rehabilitation and Nursing Center, LLC, and HGOP, LLC d/b/a Cambridge Quality Care, LLC collectively move that it be dismissed on all counts.

Respectfully submitted,

Clifford H. Nelson, Jr.

Attorney for Respondents

Constangy, Brooks & Smith, LLC 230 Peachtree Street, NW, Suite 2400

Atlanta, Georgia 30303

(404) 230-6714 - Office

(678) 999-7849 - Fax

Charles P. Roberts

Attorney for Respondents

Constangy, Brooks and Smith, LLP

oberts/CHN

100 N. Cherry Street, Suite 300

Winston-Salem, NC 27101

(336) 721-6852 - Office

(336) 748-9112 – Fax

# UNITED STATES OF AMERICA BEFORE THE NATIONAL LABOR RELATIONS BOARD REGION 12

SNELL ISLAND SNF LLC d/b/a SHORE ACRES REHABILITATION AND NURSING CENTER, LLC and HGOP, LLC d/b/a CAMBRIDGE QUALITY CARE, LLC, joint employers

and

CASE NO. 12-CA-25854

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1625

#### **CERTIFICATE OF SERVICE**

I certify I have served an original and four (4) copies of the foregoing Respondent's

Answer to Amended Complaint via UPS to:

Hon. Rochelle Kentov Regional Director National Labor Relations Board, Region 12 201 E. Kennedy Blvd., Suite 530 Tampa, FL 33602-5824

a copy via UPS to:

Mr. Ed Chambers
President
United Food & Commercial Workers Union
Local 1625
8351 Epicenter Blvd.
Lakeland, FL 33809

this 14th d

\_ day of September, 2010.

Clifford H. Nelson, Jr.

Constangy, Brooks and Smith, LLC

Attorney for Respondents

From:

Cherie [ufcw1625@aol.com]

Sent:

Thursday, September 02, 2010 1:55 PM

To:

cnelson@constangy.com

Cc:

Marksteiner, Karen M.

Subject:

Snell Island SNF LLC d/b/a Shore Acres Rehabilitation and Nursing Center,

Attachments: Cliff Nelson, Start\_Negotiations.docx

#### Cliff,

Please find attached a request for bargaining for Snell Island SNF LLC d/b/a Shore Acres Rehabilitation and Nursing Center.

Thanks

**Ed Chambers** 

September 2, 2010

Clifford H. Nelson, Esquire Constangy Brooks and Smith, LLC 230 Peachtree Street, NW, Suite 2400 Atlanta, GA 30303

Re: Snell Island SNF LLC d/b/a Shore Acres Rehabilitation and Nursing Center, LLC and HGOP, LLC d/b/a Cambridge Quality Care, LLC - Case 12-CA-25854 (355 NLRB No. 143)

Dear Mr. Nelson,

I am in receipt of the National Labor Relations Boards latest decision concerning the above referenced case. At this time I am requesting we agree to meet to begin the collective bargaining process.

In preparations for these negotiations I am requesting an updated list of employees along with their addresses, wages rates; normal weekly hours worked and hire dates.

Additionally, I am requesting copies of current benefit summaries including; holidays vacations, sick days, premiums, shift differentials or other type of bonuses or compensations as well as plan descriptions for all medical benefits along with the employee's costs and employer costs.

Sincerely,

Ed Chambers President

UFCW Local 1625

Emailed to cnelson@constangy.com

From:

Nelson, Cliff [cnelson@constangy.com]

Sent:

Thursday, September 02, 2010 2:12 PM

To:

Cherie

Cc:

Marksteiner, Karen M.

Subject: RE: Snell Island SNF LLC d/b/a Shore Acres Rehabilitation and Nursing Center,

Ed & Cherie - Thank you for your correspondence. I will convey your request to my client and be back in touch with our response shortly. I hope you have been doing well. Regards, Cliff

Clifford H. Nelson, Jr. Co-Chair Traditional Labor Practice Group

Managing Partner

Constangy, Brooks & Smith, LLP

Direct: 404.230.6714 • Direct Fax: 678.999.7849 • Mobile: 678.596.3278

E-mail: cnelson@constangy.com

**From:** Cherie [mailto:ufcw1625@aol.com] **Sent:** Thursday, September 02, 2010 1:55 PM

To: Nelson, Cliff

Cc: Karen.Marksteiner@nlrb.gov

Subject: Snell Island SNF LLC d/b/a Shore Acres Rehabilitation and Nursing Center,

Cliff.

Please find attached a request for bargaining for Snell Island SNF LLC d/b/a Shore Acres Rehabilitation and Nursing Center.

Thanks

**Ed Chambers** 

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<sup>\*\*</sup> CONFIDENTIALITY NOTICE \*\*

From:

Nelson, Cliff [cnelson@constangy.com]

Sent:

Thursday, September 09, 2010 10:38 AM

To:

Cherie

Cc:

Marksteiner, Karen M.

Subject: RE: Snell Island SNF LLC d/b/a Shore Acres Rehabilitation and Nursing Center,

As will be further evident by our answer to the recently issued amended complaint, the Union's request to commence negotiations is respectfully declined. Regards, CHN

Clifford H. Nelson, Jr., Co-Chair Traditional Labor Practice Group

Managing Partner

Direct: 404.230.6714 • Mobile: 678.596.3278 • Direct Fax: 678.999.7849

E-mail: cnelson@constangy.com • View Bio/VCard

### CONSTANGY BROOKS & SMITH, LLP

the Employers' Law 13rm, Since 1946

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**From:** Cherie [mailto:ufcw1625@aol.com] **Sent:** Thursday, September 02, 2010 1:55 PM

To: Nelson, Cliff

Cc: Karen.Marksteiner@nlrb.gov

Subject: Snell Island SNF LLC d/b/a Shore Acres Rehabilitation and Nursing Center,

Cliff,

Please find attached a request for bargaining for Snell Island SNF LLC d/b/a Shore Acres Rehabilitation and Nursing Center.

Thanks

**Ed Chambers** 

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